

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER FEC10-99-2326		PAGE 1 OF 18	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FE-0-AR-0008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Patrick Mealy pmealy@fec.gov				b. TELEPHONE NUMBER (No collect calls) 202 694-1328	
9. ISSUED BY		CODE		ISSUE BY		10. THIS ACQUISITION IS	
FEDERAL ELECTION COMMISSION 999 E STREET, NW WASHINGTON, DC 20463				<input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 2731 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
						13b. RATING	
14. METHOD OF SOLICITATION		<input type="checkbox"/> RFQ		<input type="checkbox"/> IFB		<input checked="" type="checkbox"/> RFP	
15. DELIVER TO		CODE		PUBREC1		16. ADMINISTERED BY	
FEDERAL ELECTION COMMISSION ROOM 129 ATTN: PAT Y OUNG 999 "E" ST., NW WASHINGTON, DC 20463							
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
PHONE NO:		TIN:					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT
		Campaign Finance Law 2000: A summary of Campaign Finance Laws with quick reference					
		(Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITION SPECIFIED HEREIN.				29. AWARD DATE OF CONTRACT: REFERENCE <u> </u> OFFER DATED <u> </u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN				33. SHIP NUMBER		34. VOUCHER NUMBER	
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. ACCOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT	
						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY (Print)		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42b. RECEIVED AT (Location)		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42c. DATE		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UI	UNIT PRICE	AMOUNT
	charts for the United States, Territories and Possessions				
0001	Workplan Briefing	1	EA	_____.	_____.
0002	Monthly Progress Reports	4	EA	_____.	_____.
0003	Campaign Finance Law 2000 (Camera ready copy and diskettes)	1	EA	_____.	_____.

END OF SECTION B

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation, and a written solicitation will not be issued. The solicitation number is FE-0-AR-0008 and this solicitation is issued as a Request For Proposal (RFP). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 97-13. This requirement is set aside for a Small business. The standard industrial classification code is 2731 and small business size standard is 500. It is the intent of this solicitation to result in a fixed price type contract for a period of six months. CLIN0001). Work plan Briefing, quantity 1 each, 0002). Monthly Progress Reports, 4 to 6, 0003). Campaign Finance Law 2000 (camera ready copy and diskettes) quantity 1 each. . Provision at FAR 52.212-1, Instructions to Offerors-Commercial, applies to this acquisition. Offerors are to include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items, with their proposal. Clause at 52-212-4, Contract Terms and Conditions apply. Clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes Or Executive Orders-Commercial Items. FAR 52.232-33 Mandatory Information For Electronic Funds Transfer Payment applies (ACH Forms). Vendors shall submit signed and dated proposals to Federal Election Commission 999 E. Street NW Washington, DC 20643, ATTN: Bid Custodian. Proposals may be submitted on the SF33 or letterhead stationery. Proposal and certifications may also be sent by facsimile at (202) 219-3880 to the attention of Patrick R. Mealy, Contracting Officer. The date and time for receipt of proposals is October 20, 1999 at 2:00 PM Eastern Standard time. Proposal must indicate solicitation No. FE-0-AR-0008, time specified for receipt of bids, name address and telephone number of offeror, technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation, terms of any expressed warranty, price and any discount terms, remit to address a completed copy of representations and certifications at FAR 52.212-3, acknowledgment of all amendments, if proposal is not submitted on Form SF33, a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. All offers that fail to furnish required representations and certifications or information or reject the terms and conditions of the solicitation may be excluded from consideration, offer or must hold prices firm in its offer for 60 calendar days from the date specified for receipt of quotes, unless another time period is specified. Proposals or modifications to proposals received at the address specified for the receipt of proposals after the exact time specified may not be considered. Questions regarding requirement may be addressed in writing to Patrick R. Mealy. **(SEE NOTE 9)**. All forms necessary to submit a proposal as well as all clauses and provisions referenced in this announcement may be accessed at the following web site: <http://www.gsa.gov/far/curent>. This cbd/synopsis is also available on web site: <http://www.fec.gov>.

The FEC serves as a research and information resource on the conduct of elections throughout the United States. Clients include State and local election officials, State legislative reference bureaus, the United States Congress, political parties, political action committees, candidates, the media, academic and research institutions, and the general public. As part of its research activities, the FEC began, in 1978, a periodic series summarizing State campaign finance law provisions. To further meet the demands for this type of information, the FEC issued a supplement to the series in 1999 summarizing the campaign finance laws and regulations of the U.S. Territories and Possessions.

The overall objective of the project is to produce a camera ready copy and Microsoft Word 7.0 diskettes of Campaign Finance Law 2000. The final product will incorporate, in one volume, updates and changes to the previous editions, Campaign Finance Law 98 and Campaign Finance Law 98 Supplement. The law summaries, legal references and reference charts must follow precisely the format established in the 1998 editions and be complete and accurate as of December 31, 1999. (A sample of two law summaries and reference chart entries are available from the COTR so that purchasing a copy of the publication is not required of prospective bidders.)

Producing the updated edition will require substantial experience in the field of campaign finance

law and in gathering, verifying and documenting legal data. Under the agreement, the contractor will accomplish the following specific tasks: Obtain names, titles, address and phone numbers of the appropriate chief campaign finance official in each of the fifty States, the District of Columbia and the five Territories and Possessions. (The names, titles and addresses will be provided to the contractor by the FEC either on labels or diskettes, whichever is preferable.) Conduct an independent review of the annotated codes for the States, Territories and Possessions to identify any statutory changes to the campaign finance laws and any relevant case law since January 1998. Communicate with each State, Territory and Possession chief campaign finance official to obtain relevant printed materials and to provide each with an opportunity to review a corrected copy of their summary as it appeared in Campaign Finance Law 98 and Campaign Finance Law 98 Supplement so that they may note additional changes since January 1998. Revise and update each State, Territory and Possession law summary and reference charts entry, including all appropriate legal citations and observing the established format and citation method previously used. (Campaign Finance Law 98 and Campaign Finance Law 98 Supplement are available to the contractor on diskette in WordPerfect 6.0 for Windows.) Produce and deliver a camera ready copy of Campaign Finance Law 2000, along with diskettes containing the report text and charts in Microsoft Word 7.0 or a software program compatible with Microsoft Word 7.0, to the FEC no later than March 24, 2000.

No later than fifteen days after contract award, a briefing on the workplan will be presented to the COTR. By the tenth day of each subsequent month, a progress report outlining the major project events of the previous month will be provided to the COTR.

The technical proposal must include: a workplan describing in reasonable detail the work units, tasks and major activities to be undertaken; a project schedule indicating major milestones; an identification of the sources of information that will be reviewed and the information that will be retrieved from each source; a summary of the project organization including resumes of project staff and the work resources available to the project staff; and, a history of experience related to the task of this project.

The anticipated period of performance is six months.

Place of Delivery

Federal Election Commission
999 E. Street NW
Washington, DC 20463

Notice To Government Of Delays

In event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date or whenever the contractor has knowledge that any actual or potential situation is delaying, or threatens to delay the timely performance of this contract, the contractor shall immediately notify the Contracting Officer and Contracting Officers Technical Representative (COTR) in writing, giving pertinent details; provided, however, that this provision shall not be construed as a waiver by the government of any delivery schedule or date, or remedies provided by LAW or under this contract.

BUSINESS MANAGEMENT QUESTIONNAIRE

Provide the following information pertaining to the last three contracts performed by your firm which are similar to the requirements of this solicitation. If you have not performed three government contracts, you may include commercial contracts.

(A)(1) Customer name and address:

Name of cognizant Contracting Officer
Telephone Number

Type of Contract
Contract Number
Contract Status(active or complete)
Percent of Staff devoted to contract
Percent of facility devoted to contract

(B)(1) Customer name and address:

Name of cognizant Contracting Officer
Telephone Number
Type of Contract
Contract Number
Contract Status(active or complete)
Percent of Staff devoted to contract
Percent of facility devoted to contract

(C)(1) Customer name and address:

Name of cognizant Contracting Officer
Telephone Number
Type of Contract
Contract Number
Contract Status(active or complete)
Percent of Staff devoted to contract
Percent of facility devoted to contract

1. 52.252-1

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

**7504

**7504

(End of provision)

2. 52.213-2

INVOICES (APR 1984)

(Reference 13.302-5)

3. 52.213-3

NOTICE TO SUPPLIER (APR 1984)

(Reference 13.302-5)

4. 52.214-34

SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

(Reference 14.201-6)

5. 52.214-35

SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

(Reference 14.201-6)

6. 52.219-6

NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(Reference 19.508)

7. 52.222-20

WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

(Reference 22.610)

8. 52.222-21

PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 22.810)

9. 52.222-23

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(Reference 22.810)

10. 52.222-26

EQUAL OPPORTUNITY (FEB 1999)

(Reference 22.810)

11. 52.222-35

AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

- (APR 1998)
(Reference 22.1308)
12. 52.222-36
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference 22.1408)
13. 52.222-37
EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(JAN 1999)
(Reference 22.1308)
14. 52.222-41
SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
(Reference 22.1006)
15. 52.223-3
HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
(Reference 23.303)
16. 52.223-6
DRUG-FREE WORKPLACE (JAN 1997)
(Reference 23.505)
17. 52.225-3
BUY AMERICAN ACT--SUPPLIES (JAN 1994)
(Reference 25.109)
18. 52.225-9
BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM
(JAN 1996)
(Reference 25.408)
19. 52.225-11
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
(Reference 25.702)
20. 52.225-21
BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION
ACT--BALANCE OF PAYMENTS PROGRAM (JAN 1997)
(Reference 25.408)
21. 52.227-1
AUTHORIZATION AND CONSENT (JUL 1995)
(Reference 27.201-2)
22. 52.232-1
PAYMENTS (APR 1984)
(Reference 32.111)
23. 52.232-8
DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
(Reference 32.111)
24. 52.232-11
EXTRAS (APR 1984)
(Reference 32.111)

- 25. 52.232-18
AVAILABILITY OF FUNDS (APR 1984)
(Reference 32.705-1)
- 26. 52.232-23
ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)
- 27. 52.232-25
PROMPT PAYMENT (JUN 1997)
(Reference 32.908)
- 28. 52.232-34
PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)
(Reference 32.1110)
- 29. 52.233-1
DISPUTES (DEC 1998)
(Reference 33.215)
- 30. 52.233-3
PROTEST AFTER AWARD (AUG 1996)
(Reference 33.106)
- 31. 52.242-12
REPORT OF SHIPMENT (REPSHIP) (JUL 1995)
(Reference 42.1406-2)
- 32. 52.242-13
BANKRUPTCY (JUL 1995)
(Reference 42.903)
- 33. 52.242-15
STOP-WORK ORDER (AUG 1989)
(Reference 42.1305)
- 34. 52.243-1
CHANGES--FIXED-PRICE (AUG 1987)
(Reference 43.205)
- 35. 52.246-1
CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
(Reference 46.301)
- 36. 52.246-2
INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)
(Reference 46.302)
- 37. 52.246-15
CERTIFICATE OF CONFORMANCE (APR 1984)
(Reference 46.315)
- 38. 52.246-16
RESPONSIBILITY FOR SUPPLIES (APR 1984)
(Reference 46.316)

39. 52.246-23
LIMITATION OF LIABILITY (FEB 1997)
(Reference 46.805)
40. 52.247-34
F.O.B. DESTINATION (NOV 1991)
(Reference 47.303-6)
41. 52.249-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)
(APR 1984)
(Reference 49.502)
42. 52.249-8
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(Reference 49.504)
43. 52.252-6
AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
(Reference 52.107)
44. 52.253-1
COMPUTER GENERATED FORMS (JAN 1991)
(Reference 53-111)
45. 52.204-3
TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

/_/ TIN:_____.

/_/ TIN has been applied for.

/_/ TIN is not required because:

/_/ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the

conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

/_/ Offeror is an agency or instrumentality of a foreign government;

/_/ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

/_/ Sole proprietorship;

/_/ Partnership;

/_/ Corporate entity (not tax-exempt);

/_/ Corporate entity (tax-exempt);

/_/ Government entity (Federal, State, or local);

/_/ Foreign government;

/_/ International organization per 26 CFR 1.6049-4;

/_/ Other_____.

(e) Common Parent.

/_/ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

/_/ Name and TIN of common parent:

Name_____

TIN_____

(End of provision)

46. 52.204-6

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

47. 52.212-2

EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other

factors considered. The following factors shall be used to evaluate offers:

Technical, Price, and Past Performance.

Technical and past performance, when combined, are equal to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

48. 52.212-5

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

_____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

_____ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999). _____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

_____ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). _____ (ii) Alternate I to 52.219-5. _____ (iii) Alternate II to 52.219-5. _____ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)). _____ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)). _____ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

_____ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). _____ (ii) Alternate I of 52.219-23.

_____ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). _____ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). _____ (11) 52.222-21, prohibition of Segregated Facilities (Feb 1999). _____ (12) 52.222-26, Equal Opportunity (E.O. 11246). _____ (13) 52.222-35, Affirmative Action

for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
 _____ (14) 52.222-36, Affirmative Action for Workers with
 Disabilities (29 U.S.C. 793). _____ (15) 52.222-37, Employment
 Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.
 4212). _____ (16) 52.225-3, Buy American Act--Supplies (41 U.S.C.
 10). _____ (17) 52.225-9, Buy American Act--Trade Agreements
 Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
 _____ (18) [Reserved] _____ (19) 52.225-18, European Union
 Sanctions for End Products (E.O. 12849). _____ (20) 52.225-19,
 European Union Sanctions for Services (E.O. 12849). _____ (21)(i)
 52.225-21, Buy American Act--North American Free Trade Agreement
 Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L.
 103-187). _____ (ii) Alternate I of 52.225-21. _____ (22)
 52.232-33, Payment by Electronic Funds Transfer--Central Contractor
 Registration (31 U.S.C. 3332). _____ (23) 52.232-34, Payment by
 Electronic Funds Transfer--Other than
 Central Contractor Registration (31 U.S.C. 3332).
 _____ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
 _____ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
 _____ (26) 52.247-64, Preference for Privately Owned U.S.-Flag
 Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this
 paragraph (c), applicable to commercial services, which the Contracting
 Officer has indicated as being incorporated in this contract by reference
 to implement provisions of law or executive orders applicable to
 acquisitions of commercial items or components:

_____ (1) 52.222-41, Service Contract Act of 1965, As amended (41
 U.S.C. 351, et seq.). _____ (2) 52.222-42, Statement of Equivalent
 Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 _____ (3) 52.222-43, Fair Labor Standards Act and Service Contract
 Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206
 and 41 U.S.C. 351, et seq.). _____ (4) 52.222-44, Fair Labor
 Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206
 and 41 U.S.C. 351, et seq.). _____ (5) 52.222-47, SCA Minimum Wages
 and Fringe Benefits Applicable to Successor Contract Pursuant to
 Predecessor Contractor Collective Bargaining Agreement (CBA)(41 U.S.C.
 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to
 comply with the provisions of this paragraph (d) if this contract was
 awarded using other than sealed bid, is in excess of the simplified
 acquisition threshold, and does not contain the clause at 52.215-2, Audit
 and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized
 representative of the Comptroller General, shall have access to and right
 to examine any of the Contractor's directly pertinent records involving
 transactions related to this contract.

(2) The Contractor shall make available at its offices at all
 reasonable times the records, materials, and other evidence for
 examination, audit, or reproduction, until 3 years after final payment
 under this contract or for any shorter period specified in FAR Subpart
 4.7, Contractor Records Retention, of the other clauses of this
 contract. If this contract is completely or partially terminated, the
 records relating to the work terminated shall be made available for 3
 years after any resulting final termination settlement. Records relating
 to appeals under the disputes clause or to litigation or the settlement

of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

49. 52.216-1

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

50. 52.219-1

SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 2731.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it /_ / is, /_ / is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it /_ / is, /_ / is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it /_ / is, /_ / is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR

Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

51. 52.222-22

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /_/ has, /_/ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It /_/ has, /_/ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52. 52.222-25

AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

53. 52.223-11

OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to

chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable)
_____*_____, a substance(s) which harm(s) public health and
environment by destroying ozone in the upper atmosphere."

*The Contractor shall insert the name of the substance(s).

(End of clause)

54. 52.225-1

BUY AMERICAN CERTIFICATE (DEC 1989)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

55. 52.225-8

BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (JAN 1994)

(a) The offeror hereby certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements --Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(b) Excluded End Products:

LINE ITEM NUMBER	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) Offers will be evaluated by giving certain preferences to domestic

end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(1) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(2) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.

(End of provision)

56. 52.225-20

BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1997)

(a) The offeror certifies that each end product being offered, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(b) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products.

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

LINE ITEM NO.

COUNTRY OF ORIGIN

_____	_____
_____	_____
_____	_____

(List as necessary)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(End of provision)

57. 52.252-3

ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

none.

(End of provision)

58. 52.252-4

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

none.

(End of clause)

59. FEC.001

CONTRACTING OFFICERS TECHNICAL REP.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1.CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JAN 1985)

(a) Patricia Young, Director Public Disclosure,
is hereby designated to act at Contracting Officer's Technical Representative (COTR) under this Contract.

(b) The COTR is responsible for: Receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice to the payment office and a confirmed copy to the Contracting Officer.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes," and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement.

If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

ADMINISTERED BY: This contract will be administered by: Patrick R.

Mealy, Contract Specialist, 202.694.1240 Fax 202.219.3880

Written communications shall make reference to the contract number and shall be mailed to: Federal Election Commission 999 E Street NW Washington, DC 20463. Attn. Patrick R. Mealy Contract Specialist
ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED: Offeror shall indicate below the complete mailing address (including the nine digit Zip Code) to which remittance should be mailed if such address is other than that shown in Block 15A, Page 1 (Standard Form 33), they shall enter it below:

- (a) Payee Name (Contractor): _____
- (b) Check Remittance Address:

Any questions or problems regarding payment should be directed to the Administrative Division: Federal Election Commission 999 E. Street NW Washington, DC 20463. 202.694.1240.

60. FEC.002

YEAR 2000 WARRANTY
FEC 0002

The Contractor represents that the following warranty applies to products licensed under this contract/order/BPA:

The Contractor warrants that the products provided under this contract/order/BPA shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations.

The duration of this warranty and the remedies available to the Government for breach of the warranty shall be as defined in, and subject to, the terms and limitations of the manufacturer's standard commercial warranty or warranties contained in this contract or the applicable End User License Agreement, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include an obligation by the Contractor to repair or replace any such product whose non-compliance is discovered and made known to the contractor in writing at any time prior to June 1, 2000 or for a period of six months following acceptance, whichever is the later date. Nothing in this warranty shall be construed to limit any rights or remedies that the Government may otherwise have under this contract.

This warranty shall not apply to products that do not require the processing of date/time data in order to function as specified in this contract/order/BPA.

(End of Section)